

THIS INSTRUMENT PREPARED BY:

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Deed Bk 2024 Pg 36212  
(PAGE 36212 of 36216)  
RECORDED 9/17/2024 2:38:37 PM  
Frank Barger, PROBATE JUDGE  
Madison County, Alabama  
Term/Cashier: 036-MJOG15LV-21/chughes  
Tran: 771508 Additional Page \$12.50  
Filing \$1.00  
Imaging \$10.00  
Mental Health Fee \$12.00  
Microfilm \$0.25  
Total: \$35.75

STATE OF ALABAMA )  
 )  
MADISON COUNTY ) WARRANTY DEED, BILL OF SALE  
 ) AND ASSIGNMENT  
 ) IN LIEU OF FORECLOSURE

**KNOW ALL MEN BY THESE PRESENTS, That:**

**WHEREAS, FLINT CROSSING OUTDOORS, LLC**, an Alabama limited liability company ("Grantor"), executed that certain Mortgage ("Mortgage") dated September 13, 2017 in favor of National Bank of Commerce ("NBC"), as recorded as Document No. 2017-00537220 in the office of the Judge of Probate of Madison County, Alabama (the "Recording Office"); and

**WHEREAS**, SouthState Bank, National Association, a national banking association, as successor to NBC ("Grantee") is the owner and holder of all right, title and interest in the Mortgage and all other documents evidencing and securing the obligations secured thereby (the "Obligations").

**WHEREAS**, the Obligations are in default, and Grantee may exercise any and all remedies available to it, including but not limited to foreclosure of the Mortgage.

**WHEREAS**, pursuant to that certain Deed in Lieu Agreement dated as of September 3, 2024 to which Grantor and Grantee are a party (the "Deed in Lieu Agreement"), Grantor has agreed to convey the Property (as hereafter defined) to Grantee pursuant to this Warranty Deed, Bill of Sale and Assignment in Lieu of Foreclosure ("Deed") in lieu of foreclosure.

**NOW, THEREFORE**, pursuant to the Deed in Lieu Agreement and in consideration of Grantee's agreements in the Deed in Lieu Agreement and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor does hereby grant, bargain, sell, convey, assign, transfer, and deliver unto the Grantee, the fee simple and absolute title to all property, whether real, personal, tangible or intangible, of every kind or description that is subject to the lien of the Mortgage, including, without limitation, all the property described in Schedule 1 attached hereto and made a part hereof, and all statutory rights of redemption (All the aforesaid property that is or is intended to be conveyed by this Deed is referred to as the "Property").

This Deed is executed, delivered and accepted as a deed, bill of sale and assignment in lieu of foreclosure of, and not as additional security for, the Mortgage. It is the intention of Grantor and Grantee that this Deed, and the effect of the conveyance, transfer, and assignment evidenced hereby, shall be governed by, and interpreted according to the provisions of Sections

35-10-50 & 51 of the Code of Alabama 1975 (1991 Repl. Vol.). Without limiting the general application of the foregoing sentence, the Grantor agrees that this Deed shall have the effect of transferring to Grantee the absolute, fee simple title to the Property, free of any statutory or equitable right of redemption in the Grantor, or anyone claiming by or through the Grantor. It is the further intention of the Grantor and Grantee that the liens created by the Mortgage will not merge into the fee title and absolute ownership of the Property acquired by Grantee pursuant to this Deed; and no such merger will occur until such time as Grantee or other holder of the Mortgage executes and records an instrument specifically effecting such merger or releasing the Mortgage. Unless a merger or release shall be effected as aforesaid, the Mortgage shall remain in effect and fully enforceable in all respects, including, without limitation, subject to foreclosure under power of sale or through judicial action.

**TO HAVE AND TO HOLD** to the Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantor does for itself, its successors, and assigns, covenant with the Grantee, its successors and assigns, (i) that, except as set forth herein, Grantor is lawfully seized of an indefeasible estate in fee simple of the real estate comprising the Property and has good and absolute title to all personal property and fixtures comprising the Property, if any; (ii) that the Property is free from all liens and encumbrances other than the Mortgage, lien for ad valorem taxes, and the matters set forth on Schedule I; (iii) that Grantor has good right to sell and convey the Property as aforesaid; (iv) that Grantor will, and its successors, and assigns shall, warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims of all persons claiming by or through Grantor.

Notwithstanding anything to the contrary, nothing herein shall release the Grantor from liability for any breach of the warranties, representations and covenants made under this Deed, or otherwise.

By executing this Deed and delivering it to Grantee, the Grantor agrees that it shall be estopped from making any claims contrary to the recitals, warranties, representations and covenants made in this Deed, and the Grantor agrees that the recordation hereof in the Office of the Judge of Probate of Madison County, Alabama shall be irrefutable and conclusive evidence that (i) the Grantor was duly authorized to convey and deliver this Deed to the Grantee, (ii) this Deed was delivered for good, adequate and sufficient consideration, (iii) the Grantor had the power to execute this Deed and such execution was duly authorized, (iv) the Grantee, and its successors and assigns, shall be entitled to rely on this Deed as being effective to convey the Property to the Grantee as herein provided and as being fully enforceable in accordance with its terms, and (v) the title acquired by the Grantee under this Deed is free from claims by the Grantor and anyone claiming by or through it, including without limitation, free from any claim that the conveyance of this Deed by Grantor and the recordation hereof was unauthorized, defective or otherwise invalid.

**[The remainder of this page is intentionally left blank]**

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed under its seal by its duly authorized officer this 2nd day of September, 2024.

**GRANTOR:**

**FLINT CROSSING OUTDOORS, LLC,**  
an Alabama limited liability company

BY: Roger Matthew Hillis  
Roger Matthew Hillis, Its Managing Member

STATE OF ALABAMA )

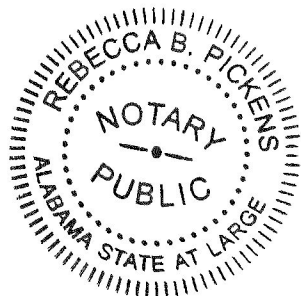
COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roger Matthew Hillis, whose name as Managing Member of FLINT CROSSING OUTDOORS, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 2 day of September, 2024.

Rebecca B. Pickens  
NOTARY PUBLIC  
My Commission Expires: 5-28-2025

[NOTARIAL SEAL]



## SCHEDULE 1

### LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTIONS 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST 4010.26 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST 342.37 FEET TO A POINT; THENCE SOUTH 08 DEGREES 53 MINUTES 10 SECONDS EAST 81.27 FEET TO A POINT; THENCE SOUTH 09 DEGREES 05 MINUTES 30 SECONDS EAST 335.50 FEET TO A 3/8" CAPPED REBAR STAMPED "HELS", SAID POINT BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF U.S. HIGHWAY 231 - 431; THENCE ALONG SAID MARGIN SOUTH 09 DEGREES 03 MINUTES 08 SECONDS EAST 650.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS" AND THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING CONTINUE ALONG SAID MARGIN SOUTH 09 DEGREES 03 MINUTES 08 SECONDS EAST 100.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS"; THENCE LEAVING SAID MARGIN SOUTH 80 DEGREES 54 MINUTES 29 SECONDS WEST 200.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS"; THENCE NORTH 09 DEGREES 03 MINUTES 08 SECONDS WEST 100.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS"; THENCE NORTH 80 DEGREES 54 MINUTES 29 SECONDS EAST 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.46 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT PUBLIC UTILITY, DRAINAGE AND LANDSCAPE EASEMENT ALONG THE REAR PROPERTY LINE.

AND FURTHER SUBJECT TO THOSE RESTRICTIVE COVENANTS APPLICABLE TO THE SUBJECT PROPERTY RECORDED IN DEED BOOK 897, PAGE 157, IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA.

### Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Flint Crossing Outdoors, LLC  
Mailing Address 12883 Hwy 231/431 N  
Hazel Green, Alabama 35750  
Attention: Roger Matthew Hillis

Grantee's Name SouthState Bank, N.A  
Mailing Address 6525 Morrison Boulevard Ste 500  
Charlotte, North Carolina 28211

Property Address 12883 Hwy 231  
Hazel Green, Alabama 35750  
\_\_\_\_\_  
\_\_\_\_\_

Date of Sale September 2, 2024  
Total Purchase Price \$0  
or  
Actual Value \_\_\_\_\_  
or  
Assessor's Market Value \$142,900

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:  
(check one) (Recordation of documentary evidence is not required)

- Bill of Sale  
 Sales Contract  
 Closing Statement  
 Appraisal  
 Property conveyed in lieu of foreclosure. NO TAX DUE

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

#### Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 9/2/24

Print Donald M. Warren, agent for Grantee

\_\_\_\_\_  
Unattested  
(verified by)

Sign   
(Grantor/Grantee/Owner/**Agent**) circle one